



CITY OF EAST ORANGE

**COUNTY OF ESSEX
STATE OF NEW JERSEY**

PROFESSIONAL SERVICES SOLICITATION

**OPERATION/MANAGEMENT SERVICES FOR THE
RESTAURANT and/or PRO-SHOP AT THE EAST
ORANGE GOLF COURSE**

FAIR & OPEN PUBLIC SOLICITATION PROCESS

SUBMISSION DATE: THURSDAY, October 22, 2015@ 12:00 PM

**PRE-PROPOSAL CONFERENCE: Thursday, October 1, 2015 at 1:00 p.m.
Municipal Chambers at the East Orange City Hall
44 City Hall Plaza, East Orange, NJ 07018.**

ADDRESS ALL PROPOSALS TO:

**Lisa L. Jackson
Director and Purchasing Agent
The City of East Orange
44 City Hall Plaza
East Orange, New Jersey 07019
(973) 266-5162**

NOTICE OF RFP

TO ALL INTERESTED PARTIES, PLEASE BE ADVISED THAT THE CITY OF EAST ORANGE, NEW JERSEY, WILL BE ACCEPTING PROPOSALS IN RESPONSE TO A REQUEST FOR PROPOSALS FOR THE FOLLOWING:

R.F.P. TO SECURE THE SERVICES OF A VENDOR TO OPERATE AND MANAGE THE RESTAURANT AND/OR PROSHOP AT THE EAST ORANGE GOLF COURSE FOR A PERIOD NOT TO EXCEED TEN YEARS:

The City of East Orange, located at 44 City Hall Plaza, East Orange, New Jersey is seeking Proposals from a vendor to operate the a Pro-shop and/or Restaurant at the City of East Orange Golf Course. Services shall be provided for a ten (10) year term. Candidates are required to comply with the Local Public Contracts Law, N.J.S.A. 40A:11-1, the Pay to Play Law, N.J.S.A. 19:44A-20.5, et seq. along with all related regulations promulgated thereunder.

Detailed Request For Proposals are on file at the Division of Procurement, City Hall, 1st floor, between the hours of 9:30 am – 4:00 pm., Monday through Friday or can be downloaded from the City of East Orange's website: www.eastorange-nj.gov . If picked up on site, there will be a non-refundable cost of \$25.00 per RFP packet to cover the cost of printing and administrative expenses. Checks are to be made payable to the CITY OF EAST ORANGE. Proposals must be enclosed in a sealed envelope bearing the **Name of the consultant** and the **Title – OPERATION/MANAGEMENT SERVICES FOR THE RESTAURANT and/or PRO-SHOP AT THE EAST ORANGE GOLF COURSE** on the outside and addressed to the PURCHASING AGENT, City of East Orange, City Hall, 44 City Hall Plaza, East Orange, NJ 07018.

A highly recommended **Pre-Proposal Conference** is scheduled for **Thursday, October 1, 2015 at 1:00 p.m. in the Municipal Chambers at the East Orange City Hall, 44 City Hall Plaza, East Orange, NJ 07018.**

PROPOSALS must be received by the City of East Orange Office of Procurement no later than 12:00 p.m. on Thursday October 22, 2015 and must be mailed or hand-delivered to the East Orange Office of Procurement, Department; Attention: Lisa L. Jackson, QPA, Division of Procurement, 44 City Hall Plaza, East Orange, New Jersey 07018. Telephone number: (973) 266-5162.

PROPOSALS FORWARDED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED. PROPOSALS SENT EITHER BY MAIL OR COURIER SERVICE MUST BE RECEIVED BY THE OFFICE OF PROCUREMENT NO LATER THAN 12:00 P.M. ON THURSDAY OCTOBER 22, 2015. THE CITY SHALL NOT BE RESPONSIBLE FOR THE LOSS, NON-DELIVERY, OR PHYSICAL CONDITION OF PROPOSALS SENT BY MAIL OR COURIER SERVICE. PROPOSALS MUST BE SUBMITTED INDIVIDUALLY IN A SEALED ENVELOPE.

The successful proposal will be the one that is most advantageous to the City. This determination will be based on price and other factors which are set forth at length in the Body of this Request for Proposals.

General Information

1.1 *Background*

Located in Millburn, New Jersey, the East Orange Golf Course was originally designed by world renowned Architect Tom Bendelow in 1926. The Course is currently undergoing extensive renovations under the watchful eye of leading golf course Architect Stephen Kay. According to Kay, the City of East Orange is “creating a player-friendly and aesthetically appealing golf course that will be affordable and allow for an enjoyable pace of play”. As part of the renovations, all greens are being resodded with bent grass, a new irrigation system is being installed and all of the course’s tees and bunkers are being rebuilt. The renovations will also result in the creation of a practice range. When completed, the golf course will be a par 70 and span a total of 5,600 yards.

At present, plans have been completed for the demolition of a structure that currently houses the course’s clubhouse and restaurant. Plans for the construction of 6,000 square foot new state of the art facility that will house a restaurant, pro-shop and club house have been prepared and approved by the City’s governing body. Construction will start shortly and the facility should be completed no later than July 1, 2016.

1.2 *Purpose and Intent*

This request for proposal (RFP) is issued by the City of East Orange to secure the services of a vendor who will operate and manage a restaurant and/or pro-shop housed within a 6,000 square foot facility at the East Orange Golf Course. A floor plan along with construction plans for the facility are available for download by visiting the City of East Orange’s Website.

It is the goal of the City to select a vendor with the requisite experience, expertise and demonstrated financial capacity to operate and manage a restaurant and/or golf pro-shop. The winning vendor will be required to enter into a ten (10) year license agreement. As consideration for entering into the license agreement, the successful vendor shall pay the City an annual license fee along with a portion of its gross profits.

The City will review proposals only from those persons and/or firms that submit proposals that include all requisite information.

1.3. *Procurement Process*

An optional pre-submission meeting will be held at East the East Orange Golf Course at 10:00 A.M. on Tuesday September 29, 2015. This meeting is designed to provide a structured and formal opportunity for vendors to view the location of the subject facility and to ask any questions they have concerning the proposal.

Each vendor must submit one (1) complete original proposal along with four copies. Each vendor shall also submit an additional copy of their proposal in an electronic format on a CD-ROM or similar device. Proposals must comply with the format set forth within this RFP. The City reserves the right to reject non-conforming proposals.

Please direct any and all questions, inquiries and/or objections to this proposal to the City's Chief Procurement Officer at the following address:

Lisa L. Jackson, QPA
East Orange Procurement Department
44 City Hall Plaza
East Orange, New Jersey 07018

Aside from the pre-submission meeting, all questions and inquiries concerning this RFP must be placed in writing. To the extent there is an objection to the contents of this RFP, the objection must be placed in writing and submitted no later than three (3) days before the proposal submission date. Untimely objections will not be considered.

Proposals must be received by the City of East Orange Office of Procurement no later than 12:00 p.m. on Thursday October 22, 2015 and must be mailed or hand-delivered to the East Orange Office of Procurement, Department; Attention: Lisa Jackson, Director of Procurement, 44 City Hall Plaza, East Orange, New Jersey 07019. Telephone number: (973) 266-5164.

1.4 Miscellaneous Information

1.4.1. Revisions to the RFP

In the event it becomes necessary to clarify or revise this RFP, the clarification and/or revision shall be by addendum. To the extent an addendum is required, it will be distributed to all vendors who retrieved the initial RFP and/or attended the pre-submission meeting. Notice of the addenda will also be published on the City of East Orange's web site. Vendors bear responsibility for checking the City's web site to inquire if any addendums have been issued.

1.4.2. Point of Contact

This RFP is issued by the East Orange Procurement Department. Lisa Jackson, the Director of that Department, shall be the sole point of contact for vendors in connection with this RFP.

1.4.3. Cost Liability

Each Qualification Statement and all information required to be submitted pursuant to the RFP shall be prepared at the sole cost and expense of the Respondent. There shall be no claims whatsoever against the City, its officers, officials or employees for reimbursement for the payment of costs or expenses incurred in the preparation of the Qualification Statement or other information required by the RFP.

1.4.4. Rights of City

The City reserves, holds and may exercise, at its sole discretion, the following rights and options with regard to this RFP and the procurement process in accordance with the provisions of applicable law:

- A. To determine that any Qualification Statement received complies or fails to comply with the terms of this RFP.
- B. To supplement, amend or otherwise modify the RFP through issuance of addenda to all prospective Respondents who have received a copy of this RFP.
- C. To waive any technical non-conformance with the terms of this RFP.
- D. To change or alter the schedule for any events called for in this RFP upon the issuance of notice to all prospective Respondents who have received a copy of this RFP.
- E. To conduct investigations of any or all of the Respondents, as the City deems necessary or convenient, to clarify the information provided as part of a proposal and to request additional information to support the information included in any proposal.
- F. To suspend or terminate the procurement process described in this RFP at any time (in its sole discretion.) If terminated, the City may determine to commence a new procurement process or exercise any other rights provided under applicable law without any obligation to the Respondents.

1.4.5. Public Record

Every proposal will be publicly opened and become public record. As public records, all bid proposals shall be made available for public inspection in accordance with New Jersey's Open Public Records Act. N.J.S.A. 47:1A-1.

1.4.6. Price Alteration

All prices contained in vendor proposals must be typed or written in numerical form and spelled out. For example, the number \$100,000 would also have to be spelled out in long form as One Hundred Thousand. Any price changes must be initialed. Ambiguities stemming from a vendor's failure to comply with these provisions may result in his proposal being rejected by the City of East Orange.

1.4.7. Joint Venture

To the extent a joint venture is submitting a proposal, the agreement between the parties setting for the terms and conditions of the joint venture shall be appended to their proposal. In addition, authorized signatures from each party to the joint venture must be included with the proposal. Principals of each entity that comprises the joint venture must be identified. A separate pay to play disclosure statement, ownership disclosure form, affirmative action/employee information report and a foreign corporation registration, if applicable, must be supplied for each party to the joint venture.

The Proposal

Vendors may submit a proposal to manage the restaurant and pro-shop. Vendors also have the option of submitting a proposal to manage either the restaurant or pro-shop. Irrespective of the option they choose, all proposals shall be divided into the following four sections:

2.1 Forms (Part I)

2.1.1. Affirmative Action Employee Information Report

The bidder must complete the attached Affirmative Action Employee Information Report, a copy of which is attached to this RFP as Exhibit A. As an alternative, a vendor must supply either a New Jersey Affirmative Action Certificate or evidence that the vendor is operating under a federally approved or sanctioned affirmative action program.

2.1.2. Business Registration Reporting

Proof of valid business registration with the Division of Revenue, Department of Treasury, State of New Jersey, shall be submitted by the vendor with its proposal. If this contract is awarded to a foreign corporation it shall be afforded seven (7) days to register with the New Jersey Division of Revenue.

2.1.3 Pay to Play

All proposals are subject to the provisions of N.J.S.A. 19:44A-20.13 and N.J.S.A. 19:44A-20.26, et seq. To that end, all vendors shall submit the following forms with their proposal: ownership disclosure form (see Exhibit B), Contractor Certification and Disclosure of Political Contributions Form (see Exhibit C). Failure to file these forms or otherwise comply with the aforementioned statute will be fatal to a vendor's proposal.

2.1.4. Insurance

Vendors shall submit proof that they have the following policies of insurance:

- General Liability Insurance (A minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$1,000,000 for property damage or a combined single limit of \$2,000,000)
- Automobile Liability (A minimum of \$1,000,000 for bodily injury and minimum of \$1,000,000 per occurrence for property damage or a combined single limit of \$2,000,000)
- Workers Compensation (Amount Required by State Law)
- Dram Shop or Liquor Liability Insurance (A minimum limit of \$2,000,000 per occurrence)

2.2. Background Information / Organizational Structure. (Part 2)

2.2.1. Each vendor shall submit responses to the following questions:

- i. How many years has your organization been in business under its present name?
- ii. Under what other or former names has your organization operated?
- iii. If your organization is a corporation, provide the following information: date of incorporation, state of incorporation, identify all current corporate officers.
- iv. If your organization is a partnership, provide the following information: date of organization, type of partnership, and name's of general partners.
- v. If your organization is individually owned, provide the following information: date of organization and name of owner.
- vi. Has your organization ever failed to complete any contract that was awarded to it? To the extent you answer this question in the affirmative please detail the contract(s) that you failed to perform along with your reasons for non-performance.
- vii. List any and all judgments, claims, arbitration proceedings and/or lawsuits pending or outstanding against your organization or its officers.
- viii. Has your organization been party to any lawsuits or arbitration hearings concerning contractual disputes over the previous five (5) years? If so please detail the nature of the dispute along with the manner within which it was resolved.
- ix. Has your organization and/or any of its officers or owners ever been convicted of a crime or are they presently the target of a criminal or administrative investigation.
- x. Has your organization and/or any of its officers or owners been debarred or suspended from contracting with the Federal Government, a State Government, A county Government or a local government? If so please detail the length and reason given for the suspension or debarment.
- xi. Does your organization or any of its officers or owners currently possess a liquor license within the State of New Jersey? If so please detail the date the license(s) was issued and the location where it is used.
- xii. Has your organization or any of its officers or owners ever attempted to obtain a liquor license within the state of New Jersey and been denied? If so please detail the date and reason the application was denied.
- xiii. Has your organization or any of its officers or owners ever possessed a liquor license within the state of New Jersey that was revoked? If so please detail the date and reason the license was revoked.

2.2.2. Vendors shall provide an organizational chart depicting their entire organizational Structure. At a minimum , the chart should identify the key personnel (along with resumes) who will be charged with ensuring that the vendor fulfills its obligations with respect to this RFP.

- 2.2.3. Vendors shall also describe in detail its experience in providing the services required of it by this RFP. At a minimum vendors are required to detail their experience managing a restaurant and/or golf pro-shop at a similarly sized facility. The vendor's response should: identify the location where the service was provided, the entity who the service was provided for, the terms and conditions of any underlying contract, the duration of the service and the nature of the service that was provided. Vendors may also identify other similar facilities they have operated and/or managed.
- 2.2.4. Each vendor must prove that it has the financial wherewithal to fulfill the terms and conditions of this RFP. To that end, vendors shall submit the following information:
- i. The name and address of the vendor's primary bank along with the identity of the chief banking representative handling the vendor's account.
 - ii. The vendor's EIN Number.
 - iii. Certified audited financial statements detailing the bidder's assets, liabilities, net worth, revenues, expenses and cash flow for the most recent three (3) years.

2.3 Technical Proposal (Part 3)

A Vendor shall describe in detail its plan and approach for fulfilling the requirements set forth in the RFP and related agreement.

At a minimum the vendor selected to operate the pro-shop will be required to provide the following services: Provide Golf Merchandise for Sale, be capable of securing special order merchandise, provide an attendant for the pro-shop, provide golf clubs that are available for rental, provide golf instruction by a pro or certified golf instructor, assist with the scheduling and operation of golf tournaments. With respect to their role in connection with tournaments, the successful vendor will be entitled to 5% of the gross revenue generated by the tournament. This figure shall not include revenue attributable to the restaurant.

The vendor selected to operate the restaurant shall do so with an emphasis on lunch and dinner business for golfers and non-golfers as well as hosting banquets for golf tournaments and other special events and occasions. As the exclusive food and beverage provider at the site, the vendor will also be required to develop a system to provide food and beverages to golfers while they are on the golf course.

Each proposal shall contain a complete description of how the bidder intends to perform if awarded this contract. By way of example and not limitation, a vendor's response should address the following factors:

- i. The proposal should include a sales and marketing plan. This portion of the proposal should detail how the vendor will market and promote the restaurant and/or golf pro-shop at the East Orange Golf Course. The sales and marketing

plan should clearly outline objectives and contain a definitive timetable as to when those objectives will be obtained. Finally, the marketing plan should detail the resources (personnel and other) that the vendor will employ with respect to the sales and marketing plan.

- ii. Vendors shall present sample menus and pricing for the restaurant. The menus should reflect pricing for lunch, dinner, catering and special events that are hosted at the facility. Vendors should also detail the full spectrum of goods and services that will be offered at the restaurant.
- iii. Vendors shall submit a list of items and services that will be offered for sale at the pro-shop.
- iv. Vendors shall provide a detailed statement concerning their plans to “build out” the restaurant and/or pro-shop. The plans should include a construction timetable, initiation dates, completion dates and a rendering of how the restaurant and pro-shop will appear when the build-out is complete. Vendors shall also detail the amount of their intended capital contribution to the build out process.
- v. Vendors shall detail the months, days and hours of operation for the pro-shop and/or restaurant.
- vi. Vendors shall include a description of the fixtures and equipment they will use in the restaurant and/or pro-shop.
- vii. Vendors shall set forth any potential problems they anticipate encountering while fulfilling their obligations under this RFP and a related agreement. For each problem listed, vendors should include a proposed solution.
- viii. Vendors shall indicate whether they intend on securing a liquor license and if so their plans for obtaining same.
- ix. Vendors shall detail the procedures and policies for booking special events. At a minimum, vendors shall detail the types of special events they intend on hosting along with their policies concerning deposits, cancellations and refunds.
- x. Vendors shall also indicate what if any food and/or beverage services they will provide to persons while on the golf course as well as their plans for delivering same.
- xi. Vendors shall detail the POS or similar system they will use to make and track sales.
- xii. Vendors shall detail the manner within which they will assist with the scheduling, organization and operation of golf tournaments.

2.4 Financial Proposal (Part 4)

Vendors shall be required to pay the City an annual license fee. Vendors will pay the annual license fee in twelve equal installments due on the first day of each month. Late fees shall be assessed in the amount of 1% beyond five (5) days, 5% beyond ten (10) days and 10% beyond 15 days. The minimum initial license fee shall be no less than \$_____ per year for the proshop and no less than \$_____ per year for the restaurant. Vendor’s shall specify the amount they are willing to pay for the annual license fee for the restaurant and pro-shop. As an alternative, vendors may also submit standalone bids for the restaurant or pro-shop. Irrespective of whether one bids on the restaurant, pro-shop or both, the license fee shall increase by three (3) percent each year.

Vendors shall also be required to pay the City a percentage of its gross sales. The term gross sales is defined to include the total amount of sales less any taxes. The vendor shall remit these payments to the City on a quarterly basis on the following days: January 5, March 5, June 5, September 5. Each payment shall include a percentage of gross sales from the preceding quarter. This percentage shall remain fixed for the duration of the agreement. The vendor shall provide a recap of its monthly sales. This information shall be provided to the City's Business Administrator no later than the fifth day of each month. Each sales report shall include information concerning the previous months sales.

Pro-Shop and Restaurant

Amount of Initial Annual License Fee _____.

Percentage of Gross Profits _____.

Pro-Shop

Amount of Initial Annual License Fee _____.

Percentage of Gross Profits _____.

Restaurant

Amount of Initial Annual License Fee _____.

Percentage of Gross Profits _____.

To the extent the facility where the vendor will operate is not complete, vendor's license and profit sharing payments will not be required until the buildout of either the restaurant or pro-shop is complete and operations have commenced.

Evaluation and Selection Process

- 3.0 The City will consider Proposals only from Vendors that, in the City's sole judgment, have demonstrated the capability and willingness to provide high quality services in the manner described in this RFP.

Proposals will be evaluated by the City on the basis of which is the most advantageous, price, experience and other factors considered. The evaluation will consider:

- (a) The amount of the vendor's proposed annual license fee; (30%)
- (b) whether the vendor has the financial wherewithal to satisfy the requirements set forth in this RFP; (20%)
- (c) whether the vendor has the experience and organizational structure to satisfy the requirements of this RFP ; (15%)
- (d) the quality of the vendor's overall plan to meet the requirements set forth in this RFP; (35%).

The City will select the most advantageous Proposals based on all of the evaluation factors set forth in this RFP. The City will make the award(s) that is in the best interest of the City.

The successful vendors shall be determined by a review committee that consists of employees of the City of East Orange. The review committee will make a recommendation to the City's Governing Body who will ultimately award a contract to the successful vendor (s).

AGREEMENT TERMS AND CONDITIONS

- 4.0 The license agreement will consist of an executed license agreement, this RFP, any addendum to this RFP and the winning vendor's proposal. The vendor shall agree to all of the material terms and conditions of the license agreement. To the extent there is a conflict between any of the aforementioned items, the RFP published by the City of East Orange will control.
- 4.1 This contract may not be assigned to any other entity.
- 4.2 The successful vendor shall indemnify the City of East Orange, its employees and/or assigns for any suits filed in connection with services performed in connection with this RFP.
- 4.3 Alcohol License. The successful vendor shall be allowed to and is in fact encouraged to apply for and obtain a liquor license for use at the facility. Neither this RFP nor any addendum hereto shall be construed as a guarantee that the successful vendor will in fact be awarded a liquor license.
- 4.4 Maintenance and Repairs. The successful vendor shall be responsible for performing all maintenance and repairs in the area it occupies. The City of East Orange shall be responsible for any structural repairs that are required.
- 4.5 Utilities. The successful vendor shall be responsible for paying for all utilities that service the area it occupies.
- 4.6 Signage. The concessionaire is free to erect signage at the subject property. Proposed signs must be submitted to the City of East Orange for approval, which shall not be unreasonably withheld.
- 4.7 Exclusive Rights. The successful vendor will have exclusive rights to sell food, alcohol and athletic apparel at the East Orange Golf Course.
- 4.8 The City of East Orange shall have the right to select four dates per year when they will have priority to use the East Orange Golf Course Restaurant. The City shall select these dates by informing the vendor in writing no later than January 7. The City will be required to pay ordinary rates for the usage of the facility.
- 4.9 Financial Records:
The successful vendor agrees to maintain financial records pertaining to all matters relative to this contract in accordance with generally accepted accounting principles, procedures and standards and to retain all records and supporting documentation applicable to this contractor for a period of two (2) years after the conclusion of its agreement with the City of East Orange. In the event the successful vendor ceases operations, it shall immediately turn over to the City all financial records relating to its agreement with the City.

The successful vendor also agrees to permit the City or the City's designee to audit and inspect its records and books relative to its agreement with the City upon forty-eight (48) hours prior written notice. Upon receipt of a request by the City, the vendor shall deliver all of its books and records to the City's Business Administrator at East Orange City Hall.

- 5.0 Cooperation Regarding Golf Tournaments. To the extent different vendors are selected to operate the restaurant and pro-shop, they agree to cooperate with respect to the scheduling of golf tournaments. In that vein, they will be required to maintain a master schedule that details all special events scheduled at the restaurant. Both vendors shall have access to the master schedule.

**ALL OF THE
FOLLOWING
DOCUMENTS
MUST BE
INCLUDED WITH
PROPOSAL**

CITY OF EAST ORANGE

CHECKLIST

PROFESSIONAL SERVICE: OPERATION/MANAGEMENT SERVICES FOR THE RESTAURANT and/or PRO-SHOP AT THE EAST ORANGE GOLF COURSE

SUBMISSION DATE: THURSDAY, October 22, 2015@ 12:00 PM

The following items, as indicated below (x), shall be provided with the receipt of sealed submissions:

Business Entity Disclosure Certification	_____x_____
Bidder's Affidavit	_____x_____
Non-Collusion Affidavit	_____x_____
Disclosure of Ownership Form	_____x_____
Insurance Requirement Acknowledgement Form	_____x_____
Mandatory Equal Employment Opportunity Notice Acknowledgement ...	_____x_____
Copy of your Certificate of Employee Information Report	_____x_____
Copy of your Business Registration Certificate as issued by the State of New Jersey, Department of Treasury, Division of Revenue	_____x_____
Professional Service Entity Information Form	_____x_____
Qualification Submission Form	_____x_____
Acknowledgement of Corrections, Additions or Deletions Form	_____x_____
Statement of Indebtedness Form	_____x_____
Agreement for Payment of Commodity/Service Form	_____x_____
Letter of Intent	_____x_____
Letter of Qualification	_____x_____

Reminder:

Please submit one (1) original (unbound), four (4) copies and one (1) compact disk (CD) set of the sealed submission.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Requires Pursuant to N.J.S.A. 19:44A-20.8
CITY OF EAST ORANGE

Part I-Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.I.2004, c.19 would bar the award of this contract in the one year period preceding December 31, 2014 to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the CITY OF EAST ORANGE as defined pursuant to N.J.S.A.19:44A-3(p), (q) and(r).

Lester E. Taylor, III
Romal D. Bullock
Tyshammie L. Cooper
Sharon Fields
Ted R. Green
Alicia Holman

Lonnie Hughes
Christopher D. James
Jacquelyn E. Johnson
Andrea D. McPhatter
Quilla E. Talmadge

Part II- Ownership Disclosure Certification

☐ I certify that the list below contains the name and home address of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder

Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and / or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed: _____ Title: _____

Print Name: _____ Date: _____

Subscribed and sworn before me this ____ day of _____, 2 ____.

(Affiant)

My Commission expires:

(Print name & title of affiant) (Corporate Seal)

BIDDER'S AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being duly sworn, deposes and says that he
resides at _____

and that he is the _____

(Title)

of _____

(Name of Organization)

who signed the above Proposal of Bid, that he was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all declarations and statements contained in the Bid are true to the best of his knowledge and belief.

He further deposes that he has submitted herewith a list of names and addresses of all stockholders and/or partners owning a 10% or greater interest in compliance with P.L. 1977, Chapter 33, effective as of March 8, 1977.

Affiant

Subscribed and Sworn before me

This _____ day of _____, 20____

_____ **(Seal)**

(Notary Public)

(Commission expiration date)

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

COUNTY OF) SS:
)

I, _____ of the City/Township of _____
in the County of _____ and the State of _____

of full age, being duly sworn according to the law on my oath depose and say that:

I am, _____ (Title)
(a partner, or officer of the firm of, etc.)

of the firm of _____

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above-named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the CITY OF EAST ORANGE, NJ relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

(Name of Contractor)

(Also type or print name of affiant under signature)

Subscribed and sworn to

before me this _____ day

of _____ 20____

Signature of:

Bidder, if the bidder is an individual
Partner, if the bidder is a partnership
Officer, if the bidder is a corporation

Notary Public of: _____
My commission expires: _____

OWNER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with RFP Submission

Name of Business _____

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that there are no stockholders

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

☐ Other (describe) _____

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Subscribed and sworn before me this ____ day of

_____,

20 __.

(Affiant)

(Notary Public)

(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

CITY OF EAST ORANGE
INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT
FORM

Certificate(s) of Insurance shall be filed with the City's Clerk's Office upon award of contract by the Municipal Council.

The minimum amount of insurance to be carried by the selected Professional Service Entity shall be as follows:

Professional Liability Insurance

Limits shall be a minimum of \$1,000,000.00 for each claim and \$1,000,000.00 aggregate each policy period.

*Vendor / Firm shall not commence operations until Township has been furnished original certificate(s) of Insurance and certified original copies of endorsements or policies of insurance in the amounts and/or minimum coverage(s) required in this proposal.

Acknowledgement of Insurance Requirement:

_____ (Signature)	_____ (Date)
_____ (Printed Name and Title)	

AFFIRMATIVE ACTION AFFIDAVIT

(Items No. 2 through Item No. 6 to be completed
by firms with less than 50 employees)

STATE OF NEW JERSEY)
COUNTY)

I, _____ of the (City, Town, Borough of _____
in the County of _____, State of _____ of full age, being duly sworn according to law
on my oath depose and say that:

1. I am (President, partner, owner) of the firm _____
a bidder making a proposal upon the above named project. We have fifty (50) or more employees and have forwarded
an Affirmative Action Plan to the State. ____Yes ____No

2. _____ does not have 50 employees or more inclusive of
all officers and employees of every type.

3. I am familiar with the affirmative action requirements of P.L. 1975, c 127 and rules
and regulations issued by the Treasurer, State of New Jersey pursuant thereto.

4. _____ has complied with all the affirmative action
requirements of the State of New Jersey including those required by P.L. 1975, c 127 and the rules and regulations
issued by the Treasurer, State of New Jersey pursuant thereto.

5. I am aware that if _____ does not comply with P.L. 175,
c 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County
of _____, (City, Town, Borough) of _____
until an affirmative action plan is approved . I am also aware that the contract may be terminated and the
_____ may be debarred from all public contracts, for a period of up to five (5) years.

6. In the event my workforce increases to 50 employees, I must contact the State Affirmative Action
Office and complete and Employees Information Report.

Subscribed and sworn to

Before me this ____ day

____ 20 ____

Signature of Authorized Representative

(Seal) Notary Public of New Jersey

Name and Title

MUST BE SUBMITTED WITH BID PROPOSAL

AFFIRMATIVE ACTION REGULATIONS:

- A. Procurement of Service Contract: The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4 (a) provided that said subsection shall be applied subject to the terms of subsection 3.4 (d) of said Regulations.

The parties to this contract agree to incorporate into this contract the mandatory language of section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 5.3.

- B. Construction Contract: The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.4 (a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.4 (a) provided that said subsection shall be applied subject to the terms of subsection 3.4 (d) of said regulations.

The parties to this contract agree to incorporate into this contract the mandatory language of subsections 7.4 (a) and (b) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of subsections 7.4 (a) and (b).

Signature _____

Title _____

Company _____

Address _____

ZIP CODE

NOTE: FORM MUST BE RETURNED WITH THE BID PROPOSAL.

Signature: _____ By: _____

QUALIFICATION AFFIDAVIT

The CITY OF EAST ORANGE reserves the right to reject the bid of any bidder who has previously failed to perform properly or to complete on time, contracts of a similar nature; who is not qualified to perform the contract; or who has repeatedly or without good cause failed to pay bills or otherwise failed to perform its obligations to subcontractors, materialmen, employees of this or any other government body or agency in similar contracts. In determining the lowest responsible bidder and its qualifications, the following elements, in addition to those above mentioned, will be considered; Whether the bidder (1) maintains a permanent place of business; (2) has adequate plant and equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incident to the work; (4) has appropriate technical experience.

Each bidder must supply the following certified statement. Failure to do so shall be deemed a material defect in the bid, resulting in rejection of the bid:

State of New Jersey)
County of _____) SS:

I am the (President, Partner, Owner) of _____,
_____, the bidder herein.

I know that the bidder, _____, has not previously failed to perform properly, or complete on time, contracts of a nature similar to that bid upon; is qualified to perform the contract; has not repeatedly or without just cause failed to pay bills or otherwise failed to perform its obligations to sub-contractors, materialmen, employees, of this or any other government or agency in similar contracts.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name

Subscribed and Sworn to
Before me this _____ day
Of _____ 20____.

Sign Name

Print Name

Notary Public of: _____

My commission expires: _____
11/99

Print/Type Title

CITY OF EAST ORANGE SUBMISSION FORM

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees and certifications:

2. References and record success of same similar service:

3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

4. Cost details, including the hourly rates of each of the individuals who will perform services, and all expenses:

Note: Attach additional sheets as necessary.

Firm _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone #: _____ Fax #: _____

CITY OF EAST ORANGE

**ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND
DELETIONS FORM**

I,

of the firm _____

Hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in
this Submission Package.

(Signature)

(Type or Print of affiant and Title, under Signature)

(Date)

STATEMENT OF INDEBTEDNESS

Bidders shall provide as part of their bid a statement under oath that (a) they are not indebted to the CITY OF EAST ORANGE, (b) are not in breach of any contract previously awarded by the City and (c) are not a party to any pending action either at law or equity in which they are asserting an affirmative claim for damages or other relief against the CITY OF EAST ORANGE. Failure to provide the required statement shall disqualify the bidder.

(Name of Contractor)

(Type or print name of affiant under signature)

Subscribe and sworn to

Before me this _____ day

Of _____ 20____

Notary Public of _____
My Commission Expires _____

CITY OF EAST ORANGE

EAST ORANGE, NEW JERSEY

AGREEMENT FOR PAYMENT OF COMMODITY

The contractor or vendor realizes that as a Municipality, payment cannot be made on a bill presented basis.

Therefore, the contractor or vendor, hereby agrees to accept payment within a reasonable time after presentation of invoice and properly executed documentation as well as signed vouchers pertaining to same.

Payment in the normal circumstance should not exceed 60 days.

Name of Official for Company

Name of Company or Business

Address

Date: _____

APPENDIX A

LETTER OF QUALIFICATION

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

Attn: Lisa L. Jackson, Q.P.A.
Purchasing Agent
City of East Orange
44 City Hall Plaza
East Orange, NJ. 07018

Dear Ms. Jackson:

The undersigned have reviewed our Qualification Statement submitted in response to the Request for Proposal (RFP) issued by the City of East Orange ("City"), dated [insert date], in connection with the City's need for services of a: OPERATION/MANAGEMENT SERVICES FOR THE RESTAURANT and/or PRO-SHOP AT THE EAST ORANGE GOLF COURSE.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Chief Executive Officer: _____

Typed Name and Title: _____

Type Name of Firm: _____

Dated: _____

APPENDIX B

LETTER OF INTENT

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

Attn: Lisa L. Jackson, Q.P.A.
Purchasing Agent
City of East Orange
44 City Hall Plaza
East Orange, NJ. 07018

Dear Ms. Jackson:

The undersigned, as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Proposal (RFP), issued by the City of East Orange ("City"), dated [insert date] in connection with the City's need for services of a: OPERATION/MANAGEMENT SERVICES FOR THE RESTAURANT and/or PRO-SHOP AT THE EAST ORANGE GOLF COURSE

(Name of Respondent) HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. (Name of Respondent) agrees (agrees) to participate in good faith in the procurement process as described in the RFP and to adhere to the City's procurement schedule.
3. (Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFP, or any negotiation which results there from shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declares (declare) that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the City.

5. (Name of Respondent) declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.
6. (Name of Respondent) acknowledges and agrees that the City may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the City shall have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.
7. (Name of Respondent) acknowledges that any contract executed with respect to the provision of [insert services must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Chief Executive Officer: _____

Typed Name and Title: _____

Type Name of Firm: _____

Dated: _____